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Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service and exchange access on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.1.2 **Automatic Number Identification (ANI)** corresponds to the seven (7)/ten (10)-digit telephone number assigned by the serving local exchange carrier.

2.1.3 **Basic 911 Service (B911)** routes a 9-1-1 call to one centralized answering location.

2.1.4 **Call Termination** has the meaning set forth for "termination" in 47 CFR § 51.701(d).

2.1.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred to herein must be registered in the Local Exchange Routing Guide (LERG).

2.1.8 **Cross Connect** is as defined in Attachment 4 of the Interconnection Agreement. If a Party provisions a cross connect for the purposes of interconnection under this Attachment 3, and such cross connect is not associated with a physical or virtual collocation arrangement, the provisioning party shall not charge for such cross connect.

2.1.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between the <<customer_short_name>> Serving Wire Center (owned by BellSouth) and the first point of switching within the LATA on the BellSouth network or a switch transport facility between the BellSouth Serving Wire Center (owned by <<customer_short_name>>) and the first point of switching within the LATA on the <<customer_short_name>> network.

2.1.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.1.11 **Enhanced 911 Service** routes a 9-1-1 call to one centralized answering location and provides features not present in Basic 911 Service, including ANI and ALI and Selective Routing.

2.1.12 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.1.13 **Interconnection Point (IP)** is a physical telecommunications equipment interface that interconnects the networks of BellSouth and <<customer_short_name>>.

2.1.14 **ISP-Bound Traffic** is calls to an information service provider/enhanced service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits).

2.1.15 **Local Channel** is defined as a switched transport facility between a Party's Point of Presence and its designated Serving Wire Center where the Point of Presence is not located within the designated Serving Wire Center.

2.1.16 **Local Traffic** is defined as any traffic that is originated by an end user of one Party and is terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements. Additionally, Local Traffic includes any cross boundary, intrastate, interLATA or interstate interLATA calls established as a local call by the ruling regulatory body.

2.1.6 A **Point of Presence** is the physical location at which a Party establishes itself for obtaining access to the other Party's network.

2.1.7 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.1.8 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by <<customer_short_name>>.

2.1.9 **Selective Routing (SR)** is a standard feature that routes an E911 call from the 9-1-1 tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.1.10 **Serving Wire Center** is defined as the wire center owned or leased by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

2.1.17 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.1.17.1 Consistent with FCC rules and orders, a <<customer_short_name>> switch shall be considered a tandem switch if it serves a geographic area comparable to that served by the relevant BellSouth tandem switch. <<customer_short_name>> shall provide to BellSouth supporting data to show such geographic comparability and if the Parties are unable to agree then the issue shall be resolved pursuant to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

2.1.18 **Transit Traffic** is traffic originating on one party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one party and delivered to the other Party's network.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where <<customer_short_name>> owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties via any technically feasible method and at any technically feasible point or points in accordance with applicable FCC and Commission rules and orders. In accordance with the terms of this Agreement, network interconnection may be provided via a DS0 where technically feasible and supported by applicable industry standards. Requests for interconnection via methods, such as OCn level interconnection, other than as set forth in this Attachment may be made through the Bona Fide Request (BFR) process set out in Attachment 11 to this Agreement.

3.2.1 Requests for interconnection at a point or points other than as set forth in this Attachment may be made through the Bona Fide Request (BFR) process set out in Attachment 11 to this Agreement. At such time that BellSouth submits a request for interconnection that meets the requirements of this section, the Parties will negotiate the rates, terms, and conditions for such request.

3.2.2

Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory on BellSouth's network, unless otherwise agreed to by the parties or as otherwise set forth herein, in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-Bound Traffic.

3.2.3 Pursuant to the provisions of this Attachment, the Parties will endeavor in good faith to mutually agree on the location of the initial and additional IP(s) in a given LATA.

3.2.4 Notwithstanding any other provision of this Attachment and subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs. BellSouth will not require re-grooming, however, <<customer_short_name>> may regroom and augment such IPs.

3.2.5 In selecting initial IP(s), both Parties will act in good faith and shall consider points that are efficient for both Parties. If the Parties are unable to agree on the location of the initial IP, in accordance with the terms and conditions set forth in this Attachment NuVox may designate an IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic and BellSouth will designate a BellSouth access tandem within the LATA as the IP for its originated Local Traffic and ISP-bound Traffic. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available.

3.2.6 In selecting additional IP(s), both Parties will act in good faith and shall consider points that are efficient for both Parties. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Unless mutually agreed otherwise or direct end office trunking has been installed in accordance with Section 4.9.3.4.1. of this Attachment 3, an additional IP must be established if the following criteria are met: (1) the traffic between <<customer_short_name>> and

BellSouth at the proposed additional IP must exceed a DS3, or 8.9 million minutes of Local Traffic and ISP-Bound Traffic, per month for three consecutive months ; and (2) any end office to be designated as an IP must be more than 20 miles from an existing IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available.

3.2.7 When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.2.8 Upon written notification from the Party requesting the establishment of an additional IP, the receiving Party has twenty (20) business days to analyze, respond to, and negotiate in good faith regarding the establishment of such IP. Should the Parties disagree on how to proceed, the requesting Party may resort to the Dispute Resolution process set forth in the General Terms and Conditions.

3.3 Interconnection via Dedicated Facilities

3.3.1 With the exception of Transit Traffic, the Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges for trunks (one-way or two-way), trunk ports and associated dedicated facilities for the exchange of Local Traffic (non-transit) and ISP-bound Traffic (non-transit), and 911 traffic. The appropriate rate elements that are subject to this “bill and keep” compensation plan are set forth in Exhibit A to this Attachment. Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the IP and is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the IP. Both Parties, as appropriate, shall be compensated for the ordering of trunks, trunk ports and facilities used exclusively for transit traffic and for ancillary traffic types including, but not limited to OS/DA. To the extent <<customer_short_name>> purchased trunks, trunk ports, and facilities for OS/DA prior to the Effective Date and such trunks, trunk ports, and facilities were subject to a “bill and keep” arrangement prior to the Effective Date, such trunks, trunk ports, and facilities will continue to be subject to a “bill and keep” arrangement for four months from the Effective Date of this Agreement. The Parties agree that charges for such trunks, trunk ports and facilities are as set forth in Exhibit A to this Attachment or to the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate Party’s tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.2 **Local Channel Facilities**. In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Local Channel facilities from the other Party pursuant to the provisions of this Attachment, where such facilities are available. The percentage of Local Channel Facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-bound Traffic as determined by the PLF are set forth in Section 3.3.1 above. The remaining percentage of Local Channel Facilities shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.3 **Dedicated Interoffice Facilities.** In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Dedicated Interoffice facilities from the other Party pursuant to the provisions of this Attachment, where such facilities are available. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Dedicated Interoffice facilities used for Local Traffic and ISP-bound Traffic as determined by the PLF are set forth in Section 3.3.1 above. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.4 [Parties Disagree]

[NuVox Version] In the event that a Party's Point of Presence is located within any serving wire center (i.e., switch location), such Party may interconnect to the other Party's switch via a Cross Connect or any other technically feasible means of interconnection.

[BellSouth Version] If a Party provisions a cross connect for the purposes of interconnection under this Attachment 3, and such cross connect is not associated with a physical or virtual collocation arrangement, the provisioning party shall not charge for such cross connect.

3.3.5 The facilities and associated components as set forth in Exhibit A of this Attachment purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.The terms, conditions and rates for ordering charges (i.e., expedite, cancellation, and order modification charges) are as set forth in the BellSouth FCC Tariff No. 1. To the extent that BellSouth requests that <<customer_short_name>> submit an ASR for an augmentation to the facilities purchased by <<customer_short_name>> from BellSouth but utilized for BellSouth's originated traffic, the Parties will work in good faith and make best efforts to ensure that the ASR submitted for such augmentations does not require expedition, cancellation or modification and in the event that <<customer_short_name>> incurs ordering charges, BellSouth and <<customer_short_name>> shall work cooperatively to determine which Party caused the incurrence of such charges and that Party shall be responsible for such charges.

3.4 Fiber Meet

3.4.1 If <<customer_short_name>> elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, <<customer_short_name>> and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the, DS10, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, <<customer_short_name>>'s SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off, unless otherwise mutually agreed to by the Parties.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the <<customer_short_name>> Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by <<customer_short_name>> and within a reasonable and non-discriminatory timeframe, BellSouth shall allow <<customer_short_name>> access to the fusion splice point for the Fiber Meet point for maintenance purposes on <<customer_short_name>>'s side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used for Local Traffic and ISP-bound Traffic. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF)

Factor on a statewide basis. The remaining percentage of the Local Channel shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and <<customer_short_name>> shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.

4.2 <<customer_short_name>> shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of <<customer_short_name>>'s originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent <<customer_short_name>> desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which <<customer_short_name>> has established interconnection trunk groups, <<customer_short_name>> shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.

4.2.1 Notwithstanding the forgoing, <<customer_short_name>> shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where <<customer_short_name>> has homed (i.e., assigned) its NPA/NXXs. <<customer_short_name>> shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. <<customer_short_name>> shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on <<customer_short_name>>'s NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.

4.4 Any <<customer_short_name>> interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to <<customer_short_name>> from a BellSouth switch and (3) requires special BellSouth -switch translations and other network modifications will require <<customer_short_name>> to follow the procedures set forth in Attachment 11 to this Agreement. At such time that BellSouth submits a request for interconnection that meets the requirements of this section, the Parties will negotiate the rates, terms, and conditions for such request.

4.5 Unless the Parties mutually agree otherwise, <<customer_short_name>> shall be responsible for ordering and paying for any two way trunks carrying Transit Traffic. At such time as <<customer_short_name>> is providing the transit function for 15% or more of all Transit Traffic, <<customer_short_name>> will provide BellSouth with notification and supporting documentation that such threshold has been met. Within fifteen days following BellSouth's receipt of such notification and documentation, the Parties will begin negotiations for an alternative compensation arrangement for such two-way trunks carrying Transit Traffic. If the Parties are unable to agree to an alternative compensation arrangement within forty-five days of BellSouth's receipt of notification, then the Parties shall mutually agree to extend the negotiations or, absent mutual agreement, the Parties shall refer to the Dispute Resolution procedure set forth in this Agreement. Upon agreement of such alternative compensation arrangement, the Parties shall execute an amendment implementing such alternative compensation for two way trunks carrying Transit Traffic and the Parties shall "true-up" such arrangement to the date BellSouth received notification.

4.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

4.7 In cases where <<customer_short_name>> is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.8 Each Party shall order interconnection trunks and trunk groups, including trunk and trunk group augmentations, via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes as set forth in Attachment 6, if applicable. Notwithstanding the foregoing, blocking situations and projects shall be project managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and <<customer_short_name>>'s equivalent trunking group and FOCs for such orders shall be returned in the timeframes negotiated by the Parties and suitable to the project. No additional charges shall be triggered due to the involvement of such project management. A project is defined as (1) a new trunk group (excluding augments to existing routes) or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.9 Interconnection Trunk Groups for Exchange of Local Traffic, ISP-Bound Traffic, and Transit Traffic

Upon mutual agreement of the Parties, the Parties' shall exchange Local Traffic, ISP-Bound Traffic, and Transit Traffic, where applicable, on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the

Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic~~a~~ and Transit Traffic, where applicable, as set forth in Section 3 above. Upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized, <<customer_short_name>> shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis, as set forth in Section 7 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and, IntraLATA Toll Traffic and Transit Traffic, where applicable, between the Parties does not preclude the Parties from mutually agreeing to establish additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and, IntraLATA Toll Traffic and Transit Traffic to the other Party, where necessary, however, the proposal to establish such one-ways will be discussed by the Parties prior to the submission of an ASR.

4.9.1 BellSouth Access Tandem Interconnection

Interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures.

4.9.1.1 Basic Architecture

In the Basic Architecture, <<customer_short_name>>'s originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between <<customer_short_name>> and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between <<customer_short_name>> and Independent Companies, Interexchange Carriers, other CLECs, and CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which <<customer_short_name>> desires to exchange traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to <<customer_short_name>>. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable BellSouth tariff if service is requested. The LERG shall be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

4.9.1.2 One-Way Trunk Group Architecture

In One-Way Trunk Group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for <<customer_short_name>>-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for <<customer_short_name>> End-Users. A two-way trunk group provides Intratandem Access for <<customer_short_name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which <<customer_short_name>> desires to exchange traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to <<customer_short_name>>. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.9.1.3 Two-Way Trunk Group Architecture

The Two-Way Trunk Group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between <<customer_short_name>> and BellSouth. In addition, a separate two-way transit trunk group must be established for <<customer_short_name>>'s originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which <<customer_short_name>> desires to exchange traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Either Party's originated traffic, may, in order to prevent or remedy a traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.9.1.4 Supergroup Architecture

In the Supergroup Architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and <<customer_short_name>>'s Transit Traffic are exchanged on a single two-way trunk group between <<customer_short_name>> and BellSouth to provide Intratandem Access to <<customer_short_name>>. This trunk group carries Transit Traffic between <<customer_short_name>> and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which <<customer_short_name>> desires to exchange traffic. This trunk group also carries <<customer_short_name>> originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Either Party's originated traffic, may, in order to prevent or remedy a traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable BellSouth tariff if service is requested. The LERG shall be referenced for current routing and tandem serving arrangements. The Supergroup architecture is illustrated in Exhibit E.

4.9.1.5 **Multiple Tandem Access Interconnection**

4.9.1.5.1 BellSouth Multiple Tandem Access ("MTA") provides for LATA wide BellSouth transport and termination of <<customer_short_name>>'s-originated local, ISP-bound and intraLATA toll traffic transported by BellSouth by establishing an interconnection trunk group at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. <<customer_short_name>> must also establish an interconnection trunk group(s) at all BellSouth access tandems where <<customer_short_name>> NXXs are homed as described in Section 4.2.1 above. If <<customer_short_name>> does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, <<customer_short_name>> can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate <<customer_short_name>>'s Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where <<customer_short_name>> does not have an interconnection trunk group(s).

4.9.1.5.2 <<customer_short_name>> may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to <<customer_short_name>> will be delivered to and from IXCs based on <<customer_short_name>>'s NXX access tandem homing arrangement as specified by <<customer_short_name>> in the LERG.

4.9.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to other applicable Call Transport and Termination charges. The Multiple Tandem Access rate element set forth in Exhibit A applies to the initial tandem only.

4.9.1.5.4 To the extent <<customer_short_name>> does not purchase MTA in a LATA served by multiple access tandems, <<customer_short_name>> must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent <<customer_short_name>> routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, <<customer_short_name>> shall pay BellSouth the associated MTA charges. In a situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions for MTA.

4.9.2 Local Tandem Interconnection

4.9.2.1 Local Tandem Interconnection arrangement allows <<customer_short_name>> to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of <<customer_short_name>>-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.9.2.2 When a specified local calling area is served by more than one BellSouth local tandem, <<customer_short_name>> must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, <<customer_short_name>> may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. <<customer_short_name>> may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where <<customer_short_name>> does not choose to establish an interconnection trunk group(s). It is <<customer_short_name>>'s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to <<customer_short_name>>'s codes. Likewise, <<customer_short_name>> shall obtain its routing information from the LERG.

4.9.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, <<customer_short_name>> must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which <<customer_short_name>> has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. A Type 2A CMRS interconnection is a connection between a BellSouth access tandem or local tandem office to an Mobile Service Provider's point of termination.

4.9.3 **Direct End Office-to-End Office Interconnection**

4.9.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.9.3.2 To the extent technically feasible and where appropriate, BellSouth will provide overflow routing consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements displayed in the LERG.

4.9.3.3 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.9.3.4 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for the Parties or any other carrier for any period of time, the Parties will attempt to mutually agree on an end office trunking plan or an appropriate alternative routing plan that will alleviate the tandem capacity shortage and ensure completion of traffic between <<customer_short_name>> and BellSouth. (BST proposal)

4.9.3.4.1 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between <<customer_short_name>>'s ~~switch~~ switch and the BellSouth switch and where such traffic exceeds or is forecasted to exceed one DS3, or 8.9 million minutes of use, over a period of three consecutive months, then the Parties shall install and maintain direct end office trunking sufficient to handle such traffic volumes between a <<customer_short_name>> switch and a BellSouth switch. Either Party will install and maintain additional capacity between such points when overflow traffic exceeds or is forecasted to exceed one DS3, or 8.9 million minutes of use, of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.9.3.4.2 Mutual Agreement - The Parties may install and maintain direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.9.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by <<customer_short_name>> to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.9.5 Toll Free Traffic

4.9.5.1 If <<customer_short_name>> chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all <<customer_short_name>> originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.9.5.2 <<customer_short_name>> may choose to perform its own Toll Free database queries from its switch. In such cases, <<customer_short_name>> will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the response from the database determines that the call is a BellSouth local or intraLATA Toll Free call, <<customer_short_name>> will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the response from the database determines that the is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, <<customer_short_name>> will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and <<customer_short_name>> shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, <<customer_short_name>> will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to <<customer_short_name>>'s network but that are connected to BellSouth's access tandem.

4.9.5.3 All post-query Toll Free calls for which <<customer_short_name>> performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

4.9.5.4 **High Volume Calling (Mass Calling) Trunk Groups**

4.9.5.4.1 The Parties will cooperate to establish separate trunk groups, or provide some other means of protective controls (i.e., call gapping), for the completion of calls to high volume customers, such as radio contest lines.

4.9.5.4.2 Both parties agree to terminate each Party's mass calling codes as Local Traffic, where appropriate. The Parties agree that each will put in place controls for NXXs that are dedicated for media stimulated mass calling.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using their local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks, to the extent required by, and in accordance with, applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where <<customer_short_name>> chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the <<customer_short_name>> switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least Equal in Quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection "Equal in Quality" shall have the meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3).

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Signaling

6.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

6.2 Signaling Link Transport

6.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between <<customer_short_name>> designated Signaling Points of Interconnection that provide appropriate physical diversity.

6.2.2 Technical Requirements

6.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

6.2.3.1 An "A-link" Signaling Link Transport is a connection between a switch or SCP and a Signaling Transfer Point switch pair; and

6.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

6.2.4 Signaling Link Transport shall consist of signaling link layers as follows:

6.2.4.1 An A-link layer shall consist of two (2) links. There shall be no more than two (2) minutes down time per year for an A-link layer.

6.2.4.2 A B-link layer shall consist of four (4) links. There shall be negligible (less than two (2)seconds) down time per year for a B-link layer.

6.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

6.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

6.2.5.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

6.2.6 Interface Requirements

6.2.6.1 There shall be a DS1 (1.544 Mbps) interface at <<customer_short_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

6.3 Signaling Transfer Points (STPs)

6.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and STPs.

6.3.2 Technical Requirements

6.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.

6.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

6.3.2.3 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer_short_name>> or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a <<customer_short_name>> database, then

<<customer_short_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_short_name>> database.

6.3.2.4 STPs shall provide all functions of the Operations, Maintenance and Admninistration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).

6.3.2.5 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_short_name>> or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

6.4 SS7 Advanced Intelligent Network (AIN) Access

6.4.1 Interface Requirements

6.4.1.1 BellSouth shall provide the following STP options to connect <<customer_short_name>> or <<customer_short_name>>-designated local switching systems to the BellSouth SS7 network:

6.4.1.1.1 An A-link interface from <<customer_short_name>> local switching systems; and,

6.4.1.1.2 A B-link interface from <<customer_short_name>> local STPs.

6.4.1.2 Each type of interface shall be provided by one or more layers of signaling links.

6.4.1.3 The Signaling Point of Interconnection for each link shall be located at a cross connect element in the central office where the BellSouth STP is located.

6.4.1.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

6.4.1.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

6.4.2 Message Screening

6.4.2.1 BellSouth shall set message screening parameters so as to accept/send valid messages from <<customer_short_name>> local or tandem switching systems destined to/from any signaling point within BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship.

6.4.3 BellSouth shall set message screening parameters so as to accept/send valid messages from <<customer_short_name>> local or tandem switching systems destined to/from any signalling point or network accessed through BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signalling relationship.

6.5 Service Control Points/Databases

6.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

6.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

6.5.3 Technical Requirements for SCPs/Databases

6.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

6.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

6.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

6.6 Local Number Portability Database

6.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

6.7 SS7 Network Interconnection

6.7.1 SS7 Network Interconnection is the interconnection of <<customer_short_name>> local STPs or <<customer_short_name>> local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, <<customer_short_name>> local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

6.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and <<customer_short_name>> or other third-party switching systems with A-link access to the BellSouth SS7 network.

6.7.3 If traffic is routed based on dialed or translated digits between a <<customer_short_name>> local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the <<customer_short_name>> local STPs and BellSouth or other third-party local switch.

6.7.4 SS7 Network Interconnection shall provide:

6.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

6.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

6.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

6.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or database, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a <<customer_short_name>> local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_short_name>> local STPs, and shall not include SCCP Subsystem Management of the destination.

6.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.

6.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

6.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

6.7.9 Interface Requirements

6.7.9.1 The following SS7 Network Interconnection interface options are available to connect <<customer_short_name>> or <<customer_short_name>>-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

6.7.9.1.1 A-link interface from <<customer_short_name>> local or tandem switching systems; and

6.7.9.1.2 B-link interface from <<customer_short_name>> STPs.

6.7.9.2 The SPOI for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

6.7.9.3 BellSouth shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

6.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references. BellSouth does not have the capability to support any of the VoIP interfaces at the present time but is willing to negotiate new protocol interfaces.

6.7.9.5 BellSouth shall set message screening parameters to accept messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the

<<customer_short_name>> switching system has a valid signaling relationship.

6.8 Rate Categories And Applications

6.8.1 Message Charges

6.8.1.1 Message charges, as set forth in 6.8.1.3, following, are assessed based on the type of message protocol, ISUP or TCAP. ISUP messages are associated with call set-up, while TCAP messages are used to query call related databases. ISUP message charges are assessed per terminating and originating call set-up request and TCAP message charges are assessed per data request.

6.8.1.2 Message charges do not apply for TCAP messages switched by the regional STPs to the BellSouth provided 800 Data Base, LIDB or LNP Data Base. Query charges are assessed in lieu of message charges. Query charges for 800 Data Base are described in 6.9.5, following. When TCAP messages are destined for a foreign database, including a non-company provided LNP Data Base, message charges are assessed in lieu of query charges.

6.8.1.3 Message charges are assessed in the following manner:

6.8.1.3.1 Signal Formulation

6.8.1.3.1.1 An ISUP Signal Formulation charge is assessed, per call set-up request, for terminating and originating formulating signaling messages in association with call set-up.

6.8.1.3.2 Signal Transport

6.8.1.3.2.1 An ISUP Signal Transport charge is assessed, per call set-up request, for signaling messages transported to and from the Company STP in association with call set-up.

6.8.1.3.2.2 A TCAP Signal Transport charge is assessed per data request transported to a BellSouth STP and destined for a foreign database.

6.8.1.3.3 Signal Switching

6.8.1.3.3.1 An ISUP Signal Switching charge is assessed per call set-up request that is switched at the Company STP for terminating and originating messages .

6.8.1.3.3.2 A TCAP Signal Switching charge is assessed for each data request that is switched by the Company STP and destined for a foreign network or database.

6.8.1.3.4 Query Charges

6.8.1.3.4.1 Query charges apply for queries to the Company LIDB and the LNP Data Base. When query charges apply for access to a Company provided database, message charges are not assessed. LIDB Query Charges are described in 6.9.3, following and the LNP Data Base Query Charge is described in 6.9.4, following.

6.8.1.4 TCAP Bill and Keep

6.8.1.4.1 The Parties agree to treat signaling messages, signaling ports, and signaling links associated with local calls on a bill and keep basis.

6.8.1.4.2 <<customer_short_name>> and BellSouth agree that BellSouth will bill <<customer_short_name>> for signaling links, signaling ports, and signaling messages associated with interstate calls and with intrastate non-local calls in accordance with BellSouth's federal and state tariffs.

6.8.1.4.3 Beginning on the Effective Date of this Agreement and continuing until <<customer_short_name>> implements a system that is capable of counting the total number of signaling messages that traveled over facilities connecting <<customer_short_name>>'s CCS7 network and BellSouth's CCS7 network, BellSouth agrees that for the purposes of billing BellSouth for signaling messages for any given month, <<customer_short_name>> may use the total number of signaling messages that BellSouth's signaling bill to <<customer_short_name>> indicates have traveled over facilities connecting <<customer_short_name>>'s CCS7 network and BellSouth's CCS7 network for that same month. When <<customer_short_name>> implements a system that is capable of counting the total number of signaling messages that travel over facilities connecting <<customer_short_name>>'s CCS7 network and BellSouth's CCS7 network, <<customer_short_name>> will use the number of signaling messages counted by such system for the purposes of billing BellSouth for signaling messages, subject to BellSouth's right to contest the accuracy of the number of signaling messages counted by such system.

6.8.1.4.4 For the purposes of billing BellSouth for signaling messages, <<customer_short_name>> will apply the SPIU/SPLU provided by BellSouth (which can, at BellSouth's option, be the same as the PIU/PLU that BellSouth provides for minutes of use) to the number of messages calculated pursuant to Paragraph 6.8.1.4.3 above.

6.9 RATES AND CHARGES ASSOCIATED WITH SS7

6.9.1 Message Charge for ISUP Messages	RATE
Per signaling message	Bill & Keep

6.9.2 Message Charge for TCAP Messages	RATE
Per signaling message	Bill& Keep

6.9.3 LINE INFORMATION DATA BASE SERVICE

	RATE PER QUERY
Per Access Transport Query	Exhibit A of Attachment 2 for UNE-P Only, Tariff Rate for All Others
Per Validation Service Query	Exhibit A of Attachment 2 for UNE-P Only, Tariff Rate for All Others
Per OLNS Service Query	Tariff Rate

6.9.4 LOCAL NUMBER PORTABILITY DATA BASE SERVICE

Per LNP Query	Exhibit A of Attachment 2 for UNE-P Only

Negotiated Rates Pursuant to a Separate Agreement for All Others

6.9.5 800 DATA BASE SERVICE

Per 800 Query	Exhibit A of Attachment 2 for UNE-P Only, Tariff Rate for All Others

7. FORECASTING FOR TRUNK PROVISIONING

7.1 Within six (6) months after execution of this Agreement, <<customer_short_name>> shall provide an initial~~initial~~ interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. BellSouth's reciprocal trunking forecasts will be based upon information provided by <<customer_short_name>> in the initial forecast. If <<customer_short_name>> refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth. After the exchange of each Party's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

7.2 The Parties shall use best efforts to make the initial and annual subsequent forecasts as accurate as possible based on reasonable engineering criteria. In addition, the Parties agree to proactively manage their interconnection trunking arrangements and use best efforts to timely notify each other if forecasted need quantities change or if a known or anticipated network event that may create a blocking situation is likely to occur during the time period between joint planning meetings. Joint planning meetings shall be conducted via conference call, unless mutual agreement is reached otherwise.

7.3 At a minimum, the joint forecast shall include the projected quantity of Transit Trunks, <<customer_short_name>>-to-BellSouth one-way trunks (<<customer_short_name>> Trunks), BellSouth-to-<<customer_short_name>> one-way trunks (Reciprocal Trunks) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

7.4 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for <<customer_short_name>> location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

7.5 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts and act in good faith to plan for and provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted and the provisioning Party shall not be responsible for a lack of interconnection trunks provided that the provisioning Party can establish that best efforts and good faith have been exercised.

8. TRUNK UTILIZATION

8.1 For the Reciprocal Trunk Groups that cannot overflow traffic to another trunk group (Reciprocal Final Trunk Groups), BellSouth and <<customer_short_name>> shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 180 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 365 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized Reciprocal Final Trunk Groups and, for trunks not in excess of <<customer_short_name>>'s forcast, <<customer_short_name>> shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

8.1.1 BellSouth's CISC will notify <<customer_short_name>> of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated <<customer_short_name>> interface. <<customer_short_name>> will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with <<customer_short_name>> to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to <<customer_short_name>>. Notwithstanding any other provision to this Agreement, the Parties will disconnect the underutilized trunks no sooner than two weeks after <<customer_short_name>> receives such disconnect orders, unless the parties mutually agree to do so sooner.

8.1.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

8.2 For the two-way trunk groups that cannot overflow traffic to another trunk group and other than alternate final trunk groups, BellSouth and <<customer_short_name>> shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within180 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and, for trunks not in excess of <<customer_short_name>>'s forcast, <<customer_short_name>> shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

8.2.1 BellSouth's LISC will notify <<customer_short_name>> of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated <<customer_short_name>> interface. <<customer_short_name>> will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with <<customer_short_name>> to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, <<customer_short_name>> will issue disconnect orders to BellSouth. Notwithstanding any other provision to this Agreement, the Parties will disconnect the underutilized trunks no sooner than two weeks after <<customer_short_name>> receives such disconnect orders, unless the parties mutually agree to do so sooner.

8.2.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

9. INTERFERENCE OR IMPAIRMENT

9.1 As soon as possible and in no case later than twenty-four (24) hours after receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.

9.2 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

9.3 BellSouth will use best efforts to provide <<customer_short_name>> with at least thirty (30) days advance notification of scheduled maintenance activity. Upon such notice, <<customer_short_name>> may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact <<customer_short_name>> and such information is reasonably necessary for <<customer_short_name>> to identify and analyze potential risks associated with such maintenance. BellSouth may expedite or delay scheduled maintenance as a result of unscheduled maintenance or other unforeseen events. In those instances where BellSouth will not perform scheduled maintenance at the announced times, BellSouth will make best efforts to provide <<customer_short_name>> with as much notice as is reasonably possible concerning the changed schedule.

9.4 For switch software/processor updates, software upgrades/new releases to the SONET transport network elements, or other major scheduled events which might impact <<customer_short_name>>, BellSouth shall use best efforts to provide <<customer_short_name>> with at least thirty (30) days advance notification of scheduled maintenance activity . Upon such notice, <<customer_short_name>> may submit a reasonable request for additional information relevant to the scheduled maintenance activity and BellSouth shall provide such information to the extent the scheduled maintenance activity may impact <<customer_short_name>> and such information is reasonably necessary for <<customer_short_name>> to identify and analyze potential risks associated with such maintenance.

9.5 BellSouth will provide <<customer_short_name>>'s Network Operations Center with written notice when translations are scheduled to be modified on <<customer_short_name>>'s trunk groups. BellSouth shall use best efforts to provide such notice 30 days in advance of such scheduled activity, or as close thereto as possible.

9.6 [Parties Disagreed]

[NuVox Version] Once <<customer_short_name>> determines that there is an outage that encompasses either a particular section of the network or the whole network, then <<customer_short_name>> shall generate a trouble ticket to the CISC. After issuing the trouble ticket, <<customer_short_name>> will notify the appropriate BellSouth representative in the CISC via telephone. <<customer_short_name>> may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with <<customer_short_name>> to determine the appropriate steps to resolve such outage. Additionally, <<customer_short_name>> will provide BellSouth with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage. **Upon request, BellSouth will provide a written root cause analysis report for all global outages, and for any trunk group outage that has occurred 3 or more times in a 60 day period. BellSouth shall use best efforts to provide such report within five (5) business days after the request for it is made.**

[BellSouth Version] Once <<customer_short_name>> determines that there is an outage that encompasses either a particular section of the network or the whole network, then <<customer_short_name>> shall generate a trouble ticket to the CISC. After issuing the trouble ticket, <<customer_short_name>> will notify the appropriate BellSouth representative in the CISC via telephone. <<customer_short_name>> may then send an email confirmation to such BellSouth representative. BellSouth will work cooperatively with <<customer_short_name>> to determine the appropriate steps to resolve such outage. Additionally, <<customer_short_name>> will provide BellSouth with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage. **<<customer_short_name>> may submit a reasonable request to BellSouth for a written analysis of the cause of any global outage affecting <<customer_short_name>>'s network. BellSouth shall use best efforts to provide such report within thirty (30) days of such request.**

10. COMPENSATION FOR CALL TRANSPORT AND TERMINATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC.

10.1 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.

10.2 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and to Multiple Tandem Access as described in this Attachment.

10.3 Neither Party shall represent Switched Access Traffic, as defined in this Attachment, as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

10.4 If <<customer_short_name>> assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to <<customer_short_name>> End Users physically located outside of that LATA, BellSouth originated traffic that is not bound for an Internet Service Provider ("ISP") and originates from within the LATA where the NPA/NXXs are assigned and is delivered to a <<customer_short_name>> End User physically located outside of such LATA shall not be deemed Local Traffic. Further, <<customer_short_name>>agrees to identify such traffic to BellSouth , to the extent technically feasible, and to compensate BellSouth for originating and transporting such non-local traffic to <<customer_short_name>> at BellSouth's switched access tariff rates.

10.4.1 The Parties have been unable to agree on the treatment of calls where <<customer_short_name>> assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to <<customer_short_name>> End Users physically located outside of that LATA and such End Users are Internet Service Providers ("ISPs"). Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the treatment of such calls, the Parties agree that, for purposes of this Agreement, traffic delivered to an End User that is an ISP physically located outside of such LATA shall be considered ISP-bound Traffic as defined in this Attachment.

10.5 Jurisdictional Reporting.

10.5.1 **Percent Local Usage**. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of Local/ISP-Bound minutes to be billed to the other Party. Local and ISP-bound Traffic shall be treated as Local for purposes of calculating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F.

10.5.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F.

10.5.3 **Percent Interstate Usage.** Each Party shall report to the other a Percent Interstate Usage (PIU) factor. Requirements associated with PIU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, attached hereto as Exhibit F.

10.5.4 **Application of Factors**. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of Call Transport and Termination consistent with Section 7.1 of this Attachment.

10.5.5 Factors on file with BellSouth as of the Effective Date of this Agreement shall remain in place until such time as they are replaced by <<customer_short_name>> in accordance with this Attachment, or replaced in accordance with Section 10.5.6 of this Attachment 3.

10.5.6 **In Lieu of Jurisdictional Factors Reported**. Notwithstanding the provisions in Section 10.5.1, 10.5.2, and 10.5.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information may, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors, in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 30 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data.

10.5.6.1 Upon the request of the originating Party, the terminating Party shall provide supporting data for the jurisdictional factors proposed by the terminating Party to be used in lieu of those reported by the originating Party. The originating Party shall have 30 days to consent or object to the proposed replacement of reported factors. If the originating Party consents or fails to respond within 30 days, the terminating Party may proceed with the replacement of factors effective at the beginning of the calendar quarter. If the originating Party objects to the proposed replacement of reported factors, the Parties shall proceed as set forth below.

10.5.6.2 [Parties Disagree]

[NuVox Version] Upon either Party's request, the Parties will work in good faith to resolve the discrepancy between the factors submitted by the originating party and those proposed by the terminating party pursuant to Section 7.2.5 above. In the event that the Parties are unable to mutually agree as to the appropriate resolution, the Parties may negotiate a mutually agreeable resolution based on the data specific to the traffic patterns of the originating party or either Party may request an audit of the factors in accordance with Section 7.2.9 below. In the event that negotiations and audits fail to resolve disputes between the parties, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. **While such a dispute is pending, factors reported by the originating Party shall remain in place, unless the Parties mutually agree otherwise.**

[BellSouth Version] Upon either Party's request, the Parties will work in good faith to resolve the discrepancy between the factors submitted by the originating party and those proposed by the terminating party pursuant to Section 7.2.5 above. In the event that the Parties are unable to mutually agree as to the appropriate resolution, the Parties may negotiate a mutually agreeable resolution based on the data specific to the traffic patterns of the originating party or either Party may request an audit of the factors in accordance with Section 7.2.9 below. In the event that negotiations and audits fail to resolve disputes between the parties, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. **While such a dispute is pending, the factors proposed by the terminating Party pursuant to Section 7.2.5 above shall be utilized, unless the Parties mutually agree otherwise.**

10.5.6.3 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the jurisdictional reporting factors as reported or utilized pursuant to this Attachment 3to ensure the proper billing of traffic. BellSouth and <<customer_short_name>> shall retain records of call detail for a minimum of nine months from which the jurisdictional reporting factors can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. The Parties shall use commercially reasonable efforts to complete audits in as timely a manner as possible. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The jurisdictional reporting factors shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated jurisdictional reporting factors by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit

10.6 Compensation for 8XX Traffic

10.6.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as applicable, as set forth in the providing Party's tariff, as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

10.6.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

10.6.3 8XX Access Toll Free Dialing Ten Digit Screening ("TFD"). BellSouth's provision of TFD to <<customer_short_name>> requires interconnection from <<customer_short_name>> to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <<customer_short_name>> shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that <<customer_short_name>> desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

10.7 Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), and 900 access services. Switched Access Traffic does not include Local Traffic and ISP-Bound Traffic originated by one Party and terminated by the other. The Parties have been unable to agree as to whether "Voice-Over-Internet Protocol" transmissions ("VOIP") which cross LATA boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.

10.7.1 If the BellSouth End User chooses <<customer_short_name>> as their presubscribed interexchange carrier, or if the BellSouth End User uses <<customer_short_name>> as an interexchange carrier on a 101XXXX basis, BellSouth will charge <<customer_short_name>> the appropriate BellSouth tariff charges for originating switched access services.

10.7.2 Where the originating Party delivers Switched Access Traffic to the terminating Party, the originating Party will pay the terminating Party terminating switched access charges as set forth in the providing Party's tariff, as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

10.7.3 When one Party's end office switch, subtending the other Party's Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing the other Party's facilities, or via the other Party's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. . Thirty (30)-day billing periods will be employed for these arrangements. To the extent either party is providing the tandem function, that party (i.e., Initial Billing Company) agrees to provide to the other company (i.e., Subsequent Billing Company), as defined in MECAB, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date where technically feasible. Each company will notify the other when it determines that it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change, data reporting requirements may be modified as necessary, by mutual agreement of the Parties or per a change in industry standards.

10.7.4 [Parties Disagree]

[NuVox Version] **In the event that either Party fails to provide accurate switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues.** Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible access revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.

[BellSouth Version] **In the event that the Initial Billing Party, as defined in Section 7.4.4 herein, was provided the accurate switched access detailed usage data in a manner that allowed the Initial Billing Party to generate and provide such data to the Subsequent Billing Party in a reasonable timeframe and where the Initial Billing Party failed to provide notice to the Subsequent Billing Party of any inability to provide such data within a reasonable and nondiscriminatory timeframe and the Subsequent Billing Party is unable to bill and/or collect access revenues due to the Initial Billing Party's failure to provide such data within said time period, then the Initial Billing Party shall**

be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues. In the event that the Parties disagree as to the liability of the Initial Billing Party for such unbillable or uncollectible revenues, then either Party may invoke the Dispute Resolution process set forth in this Agreement.

10.7.5 The Initial Billing Company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data. Initial Billing Company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

10.7.6 Initial Billing Company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

10.7.7 All claims for unbillable or uncollectible revenue should be filed with the Initial Billing Company within 120 days of the date the receipt of the usage record.

10.7.8 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate Switched Access Traffic Services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof. In the absence of mutual agreement otherwise, the Audit provisions set forth in Section 10.5.6.3 of this Attachment shall govern.

10.8 Transit Traffic

10.8.1 Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges (i.e., common transport and tandem switching charges and tandem intermediary charge; end office switching charge is not applicable) as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

10.8.2 Traffic between <<customer_short_name>> and Wireless Type 1 third parties or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall be treated as BellSouth-originated traffic and BellSouth shall compensate <<customer_short_name>> for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.8.3 Traffic between <<customer_short_name>> and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as BellSouth-originated traffic and BellSouth shall compensate <<customer_short_name>> for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.8.4 Traffic between BellSouth and Wireless Type 1 third parties or a third party CLEC utilizing <<customer_short_name>> switching shall not be treated as Transit Traffic from a routing or billing perspective. Such traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing <<customer_short_name>> switching shall be treated as <<customer_short_name>>-originated traffic and <<customer_short_name>> shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.8.5 Traffic between BellSouth and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until <<customer_short_name>> and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as <<customer_short_name>> -originated traffic and <<customer_short_name>> shall compensate BellSouth for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.8.6 [Parties Disagree]

[NuVox Version] BellSouth agrees to deliver Transit Traffic originated by <<customer_short_name>> to the terminating carrier; provided, however, that <<customer_short_name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to <<customer_short_name>> for transiting <<customer_short_name>>-originated or terminated Transit Traffic. **Notwithstanding any other provision of this Attachment,** in the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by <<customer_short_name>>, <<customer_short_name>> shall reimburse BellSouth for all charges paid by BellSouth, **which BellSouth is contractually obligated to pay**, provided that BellSouth notifies and, upon request, provides <<customer_short_name>> with a copy of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. BellSouth will provide such notice and information in a timely, reasonable and nondiscriminatory manner. BellSouth shall diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) **when no similar reimbursement provision applies.** Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

[BellSouth Version] BellSouth agrees to deliver Transit Traffic originated by <<customer_short_name>> to the terminating carrier; provided, however, that <<customer_short_name>> is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to <<customer_short_name>> for transiting <<customer_short_name>>-originated or terminated Transit Traffic. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by <<customer_short_name>>, <<customer_short_name>> shall reimburse BellSouth for all charges paid by BellSouth, provided that BellSouth notifies <<customer_short_name>> and, upon request, provides <<customer_short_name>> with a copy of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. BellSouth will **use commercially reasonable efforts to** provide such notice and information in a timely, reasonable and nondiscriminatory manner. BellSouth shall diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) **under the same circumstances. Once <<customer_short_name>> reimburses BellSouth for any such payments, any disputes with respect to such charges shall be between <<customer_short_name>> and the terminating third party carrier.** Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

10.8.7 Except for as provided in 7.6.3 and 7.6.4, transit charges as described in this Attachment shall only be assessed on the carrier originating Transit Traffic and shall not be assessed on the terminating carrier.

10.8.8 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

10.9 Records Exchange and Misrouting of Traffic.

10.9.1 Misrouted Traffic.

10.9.1.1 The Parties shall route traffic to each other in a manner consistent with the Trunk Group Architectures selected by the Parties and as set forth in Section 4 of this Attachment 3, except as otherwise set forth in this Agreement (e.g., overflow) or in instances where a third party causes either Party to route traffic in a manner that is inconsistent with this Attachment.

10.9.1.2 In instances of misrouting, either Party may request that the Parties investigate, identify the cause of, and correct misrouting to the extent technically and economically feasible.

10.9.1.3 In the event that misrouting results in either Party's inability to bill or collect revenues from a third party and the Parties disagree as to the liability of the other Party for such revenues, then either Party may pursue the Dispute Resolution procedures set forth in this Agreement.

10.9.2 Records Exchange

10.9.2.1 Where feasible and appropriate, the Parties will generate and exchange all available messages for the purpose of billing third parties, including but not limited to CMRS providers and other LECs.

11. BASIC 911 AND E911 INTERCONNECTION

11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

11.2 Basic 911 Interconnection. BellSouth will provide to <<customer_short_name>> a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to

911. <<customer_short_name>> will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. <<customer_short_name>> will be required to route the call to the appropriate PSAP. When a municipality converts to E911 service, <<customer_short_name>> will be required to begin using E911 procedures.

11.3 E911 Interconnection. <<customer_short_name>> shall install a minimum of two (2) dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. <<customer_short_name>> will be required to provide BellSouth daily updates to the E911 database. <<customer_short_name>> will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, <<customer_short_name>> will be required to route the call to a designated seven (7)-digit or ten (10)-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. <<customer_short_name>> shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its End Users.

11.4 Rates. Recurring and nonrecurring rates associated with trunk groups for 911 service are as set forth in Section 3.3.1 of this Attachment.

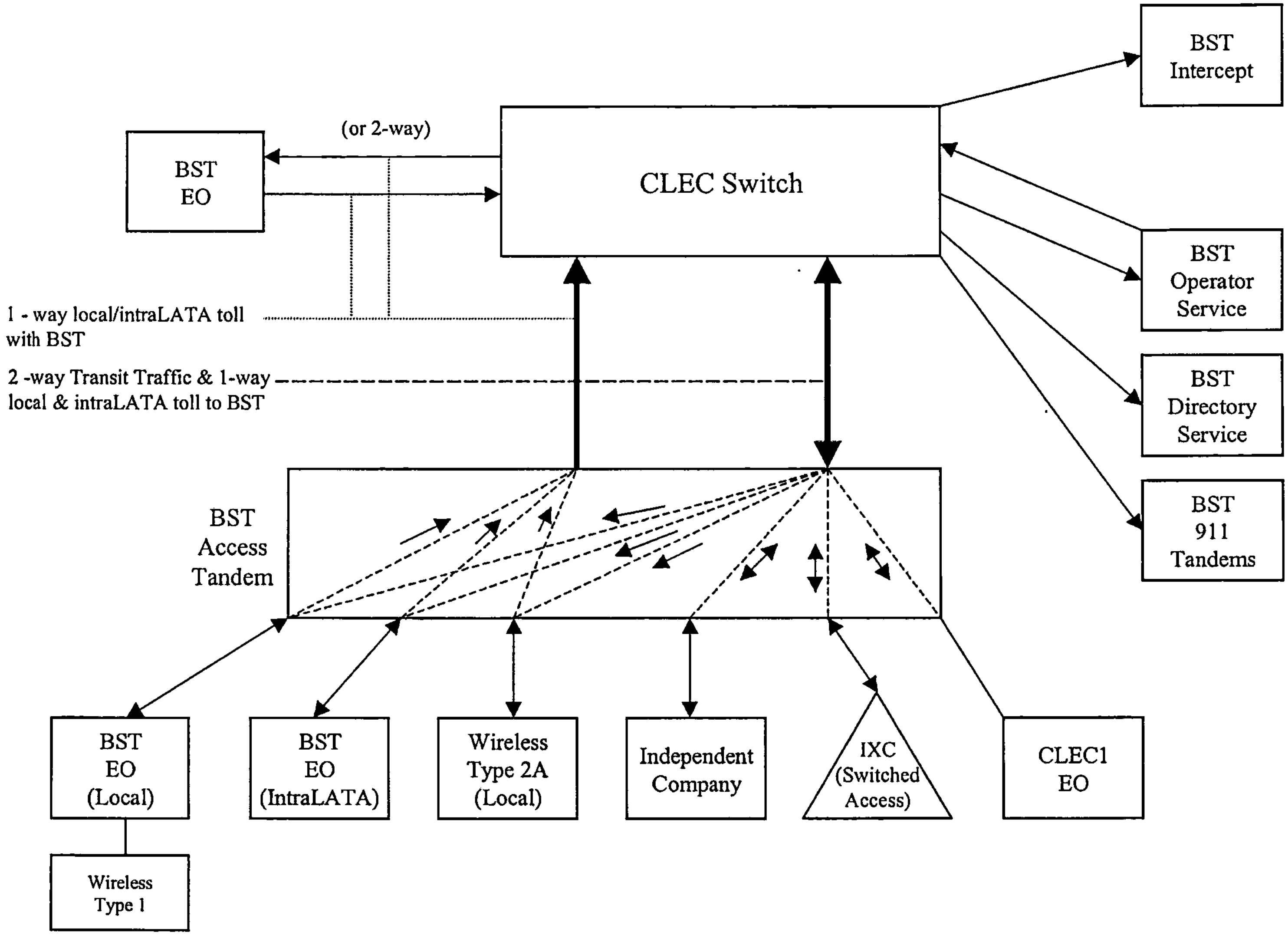
11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, which can be found at http://www.interconnection.bellsouth.com/guides/e911/html/gcuge001/index.htm.

12. FRAME RELAY SERVICE INTERCONNECTION

12.1.1 <<customer_short_name>>and BellSouth agree that, at the request of either Party, they will negotiate an amendment to this Agreement that provides rates, terms and conditions for frame relay service interconnection.

Exhibit B

Basic Architecture


BST Intercept
(or 2-way)
BST EO
CLEC Switch
BST Operator Service
BST Directory Service
BST 911 Tandems
1 - way local/intraLATA toll with BST
2 -way Transit Traffic & 1-way local & intraLATA toll to BST
BST Access Tandem
BST EO (Local)
BST EO (IntraLATA)
Wireless Type 2A (Local)
Independent Company
IXC (Switched Access)
CLEC1 EO
Wireless Type 1

ACCEPTED FOR PROCESSING - 2[illegible]9 October 8 9:14 AM - SCPSC - 20[illegible]-42-C - Page 44 of 64

Exhibit C

One-Way Architecture

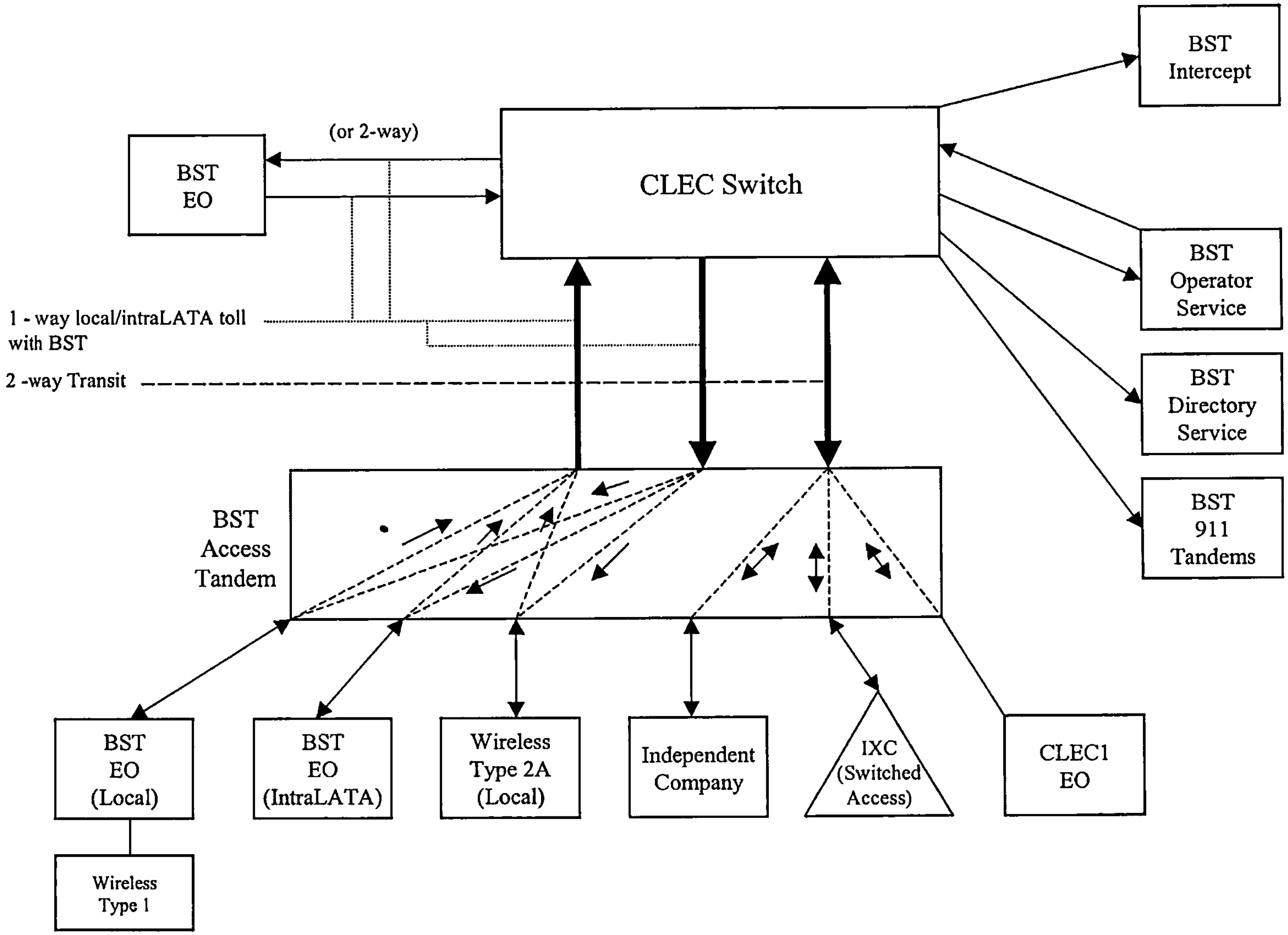

BST Intercept
BST EO
(or 2-way)
CLEC Switch
BST Operator Service
BST Directory Service
BST 911 Tandems
1 - way local/intraLATA toll with BST
2 -way Transit
BST Access Tandem
BST EO (Local)
Wireless Type 1
BST EO (IntraLATA)
Wireless Type 2A (Local)
Independent Company
IXC (Switched Access)
CLEC1 EO

Exhibit D

Two-Way Architecture

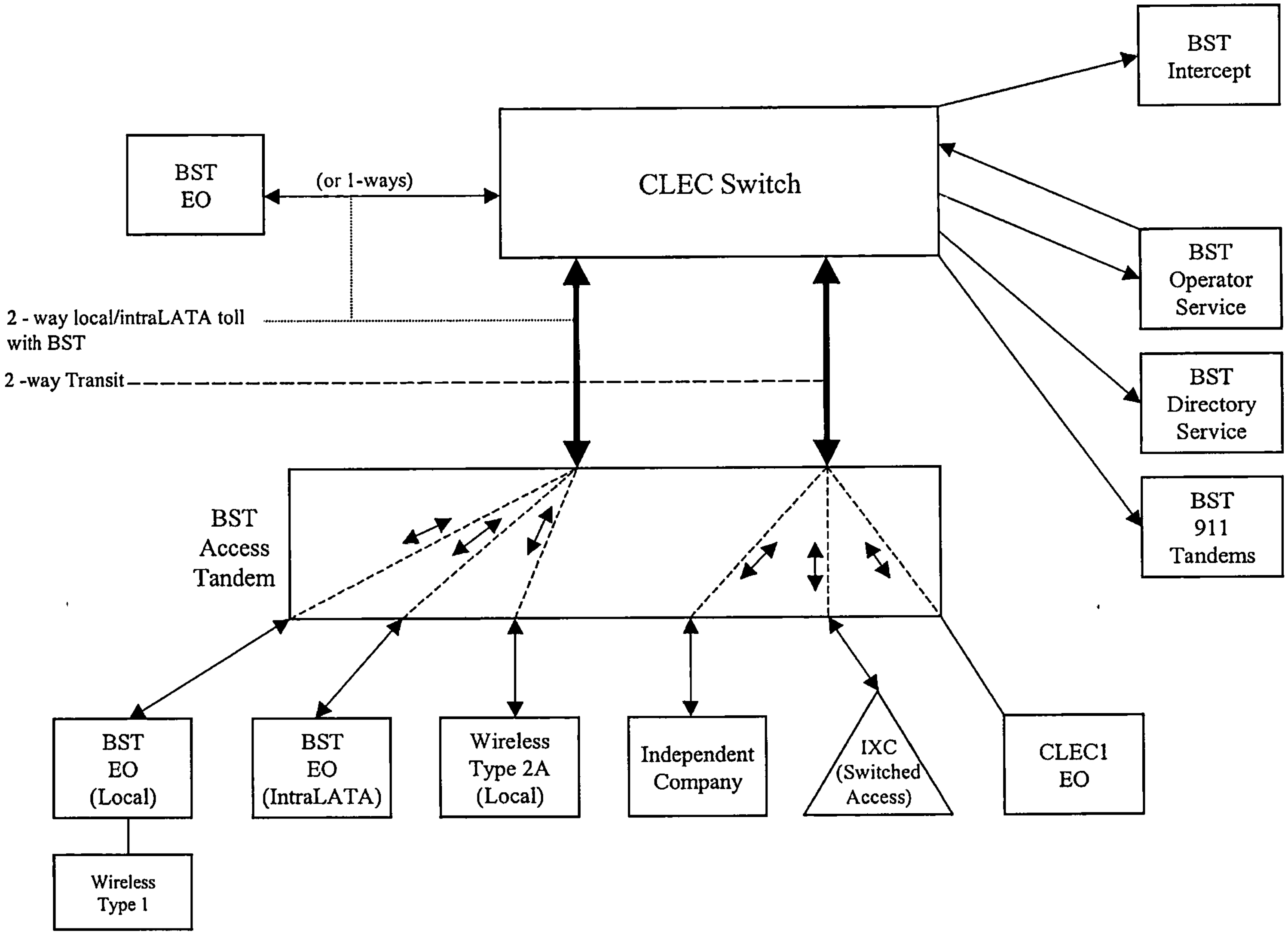
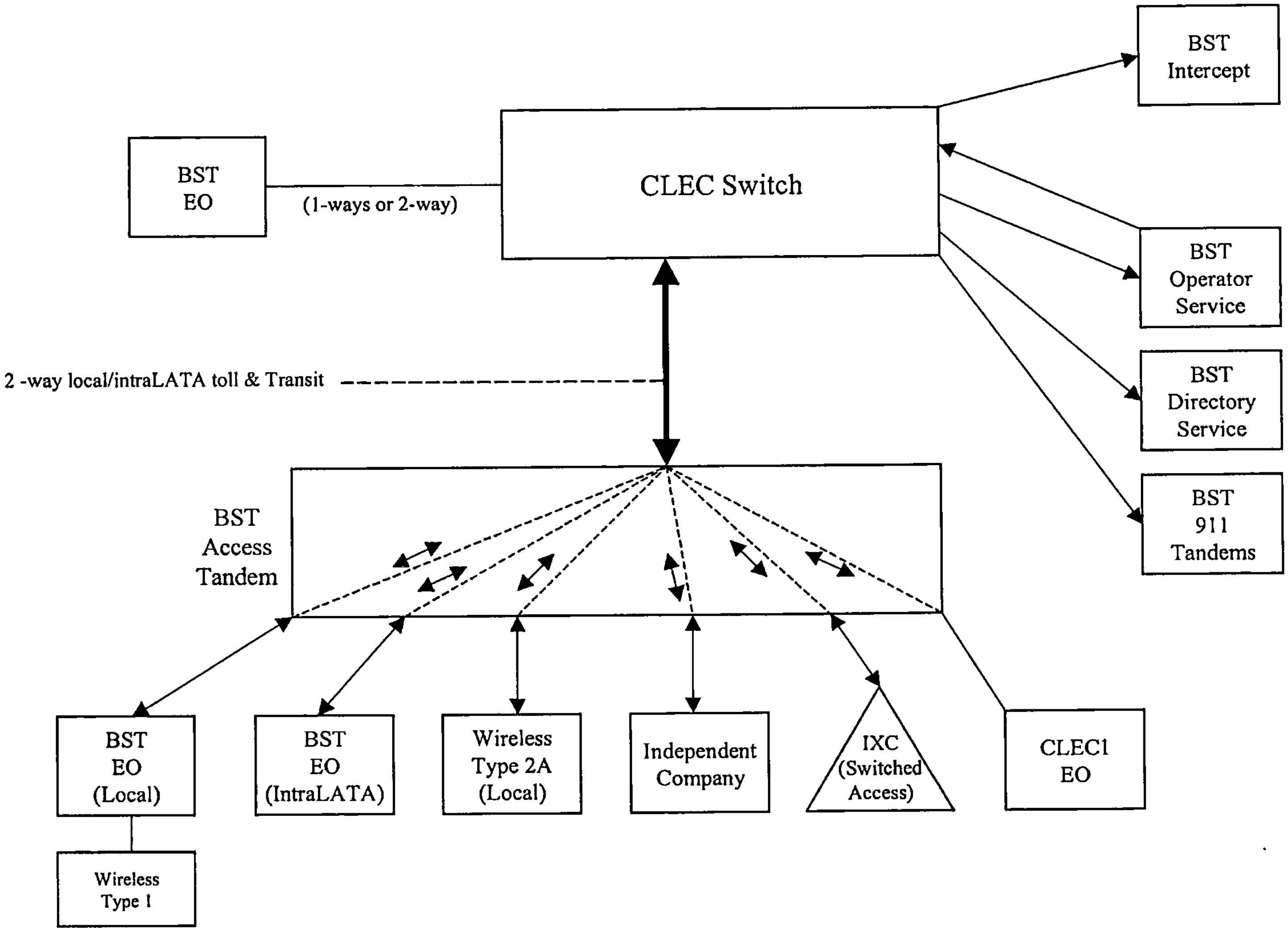

BST Intercept
BST EO
(or 1-ways)
CLEC Switch
BST Operator Service
BST Directory Service
BST 911 Tandems
2 - way local/intraLATA toll with BST
2 -way Transit
BST Access Tandem
BST EO (Local)
BST EO (IntraLATA)
Wireless Type 2A (Local)
Independent Company
IXC (Switched Access)
CLEC1 EO
Wireless Type 1

Exhibit E

Supergroup Architecture


BST Intercept
BST EO
CLEC Switch
(1-ways or 2-way)
BST Operator Service
BST Directory Service
BST 911 Tandems
2 -way local/intraLATA toll & Transit
BST Access Tandem
BST EO (Local)
BST EO (IntraLATA)
Wireless Type 2A (Local)
Independent Company
IXC (Switched Access)
CLEC1 EO
Wireless Type 1

LOCAL INTERCONNECTION - South Carolina													Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0,0007360bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0,000736bk										
	Tandem Intermediary Charge, per MOU*			OHD		0,0015										
*** This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.**																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.65bk	8.16bk								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.65bk	8.16bk								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0,00bk										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0,00bk										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0,00bk										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0,00bk										
**** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements**																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0,0000045bk										
	Common Transport - Facilities Termination Per MOU			OHD		0,0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0,0167bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	24 30bk	40.63bk	27.47bk	16,77bk	6,91bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0167bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	16.76bk	40,63bk	27,47bk	16,77bk	6.91bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0167bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	16.76bk	40.63bk	27 47bk	16,77bk	6,91bk						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0,3415bk										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14bk	89.47bk	81,99bk	16,39bk	14,48bk						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8,02bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880,65bk	279,37bk	163,12bk	60,33bk	58,59bk						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15,33bk	193,53bk	33,24bk	36,72bk	3,21bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16,54bk	193,97bk	33.68bk	37,19bk	3,68bk						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42,62bk	177,87bk	154,06bk	22 24bk	15,30bk						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446,00bk	452.52bk	264,53bk	119.75bk	83,77bk						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0,00bk	0,00bk									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0,00bk	0.00bk									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107,57bk	91,24bk	62,71bk	10,56bk	9,81bk						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144,02bk	178,54bk	94.18bk	33 33bk	31,90bk						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	8,64bk	6,59bk	4,73bk								

BELLSOUTH

BellSouth Jurisdictional Factors Reporting Guide

Issue 5.0

December 3, 2003

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Revisions

Issue 1.0

The initial version of the *BellSouth Jurisdictional Factors Reporting Guide* was issued on August 15, 2001.

Issue 2.0

Incorporated references to *RF-3995 Jurisdictional Factor Report Form* – issued on December 21, 2001.

Issue 3.0

Added minor clarification concerning value to be used if PLF or PLU factors are not reported – issued on August 2, 2002.

Issue 4.0

Added Clarification concerning reporting of SPIU Factor and added language describing SPLU Factor and calculation of intrastate of non-local traffic – issued on October 17, 2002.

Issue 5.0

Revised the e-mail address that is utilized to report jurisdictional factors by electronic mail – issued on December 3, 2003.

BellSouth Jurisdictional Factors Reporting Guide

1.0 Introduction

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Where sufficient data is available BellSouth will determine the percentage of use by jurisdiction for billing applications in accordance with BellSouth tariffs and contractual agreements. Absent sufficient data it is incumbent upon BellSouth customers to accurately report jurisdictional factors in order for BellSouth to bill the associated services per contractual and regulatory requirements. This document serves as a supplemental guide to the BellSouth tariffs and contracts for the preparation and reporting of the following jurisdictional factors related to Access and Local Interconnection Services

PIU - Percent Interstate Usage
PLU - Percent Local Usage
PLF - Percent Local Facility

These factors are reported by service at a state level as required. Unique service requirements are identified later in this Guide. In general, the PIU factors are required for Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report PLU and PLF factors in addition to PIU factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for PLU and/or PLF shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of the PLU and PLF factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements. This information is provided as an aide in reporting jurisdictional factors and shall be used as a supplement to BellSouth Tariffs and/or contractual agreements with BellSouth.

2.0 Jurisdictions

There are three basic jurisdictions related to BellSouth Access and Local Interconnections Services. These are the Interstate, Intrastate and the Local jurisdiction. The jurisdiction is determined based upon the physical locations of the origination and termination points of the communication. An ordinary voice communications telephone call that originates from a location that is in the same state

as the terminating number or called party shall be designated as an intrastate call and the minutes of use for that call shall be billed per the intrastate jurisdictional requirements. Conversely, a call that originates in a different state than the terminating location or called number shall be designated as interstate traffic. A call that originates and terminates within a local calling area as specified in the applicable contract or tariff is designated as local traffic.

The Jurisdiction of a call is determined solely by the location of the party initiating the call and the location of the called party. The origination and termination points are not necessarily determined based upon the carrier's network entry and exit points but rather on the origination and termination locations of the end users or the entities that are involved in the communications or information exchange. When multiple networks or carriers are involved, a particular carrier's transport of the service may be totally within a state boundary, however, the ultimate end points of the call or information exchange may be in different states. In this situation, the traffic shall be designated as interstate for all carriers even though a particular carrier's transport service begins and ends within a state boundary. In other words, jurisdiction of a call is determined solely by the locations of the originating and terminating parties and is not affected by the manner in which the call is routed through the telecommunications network.

The location of the origination or termination end points is determined based upon the location of the serving central offices. If a call terminates to an office that is associated with a LATA in an adjoining state (cross boundary) the call is considered to complete in the state where the central office is located.

3.0 Factors

3.1. General

BellSouth Jurisdictional factors are jurisdictional projections of the percentages of use of access and interconnection services for billing purposes. Factors shall be provided with the first request for each service in each state and are updated quarterly based upon the most recent three months of data. Factors for the initial request shall be reported via *RF-3995 Juridictional Factor Report* that is located at http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms. If factors are not updated then BellSouth will assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor. In cases where sufficient data is available then BellSouth will determine the factors to be utilized for billing.

3.2. PIU - Percent Interstate Usage

This factor is the percentage of use that is interstate. For services that are billed on a per minute of use (MOU) basis the PIU is based upon the traffic to and from the BellSouth Network. Further, depending upon the type of usage based service, the PIU may represent the percentage of both originating and terminating usage or may only represent the percentage of terminating usage that is jurisdictionally interstate. Any traffic that originates/terminates in the reporting carrier's network that ultimately originates/terminates to the BellSouth Network through another carrier's network shall be included in the reported PIU factor(s) by the intermediate carrier that accepts billing for the usage. This relationship is usually established per an agency authorization. In these situations, the carrier that accepts billing from BellSouth for the usage to and from BellSouth shall include such usage in their factor calculations that are reported to BellSouth. Any usage that transits a reporting carrier's network shall be included in the jurisdictional factor reporting by the billed carrier to the originating/terminating carrier regardless of the number of carriers involved in the transport of the traffic. It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

For services that are not billed on a usage sensitive basis (e.g. Switched Transport Local Channel, Interoffice Channels & Multiplexing Equipment) the total use of the service shall be considered in determining the PIU factors including originating and terminating usage to the BellSouth Network.

The PIU factor is calculated as follows where MOUs are billed minutes of use:

$$\frac{\textit{Total Interstate MOUs}}{\textit{Total Usage MOUs}}$$

Total Usage includes interstate, intrastate and local usage. This percentage is calculated on a statewide basis. Both Interexchange Carriers and Facility Based Competitive Local Exchange Carriers (CLECs) are required to report PIU factors per their Access Carrier Name Abbreviation (ACNA).

3.3. PLU – Percent Local Usage

This factor is the percentage of intrastate terminating usage that is categorized as Local Jurisdiction. For purposes of this guide the total intrastate usage includes intrastate local usage and intrastate non-local usage. The local jurisdiction is applicable to Competitive Local Exchange Carriers (CLECs) that are terminating local traffic from their network to the BellSouth network. CLECs that totally utilize resale or unbundled network elements to provision local services are not required to report PLU factors. Interexchange Carriers that do not terminate local traffic as a CLEC are not required to report PLU factors. Terminating party pays usage shall be excluded from the PLU calculations (same as TPIU, Section 4.3). The local jurisdiction is normally defined per Local Interconnection contractual agreements and is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Local Terminating MOUs}}{\text{Total Intrastate Terminating MOUs}}$$

The total intrastate terminating minutes can be determined by multiplying the total terminating minutes by (1- TPIU). Therefore the PLU may also be calculated as follows:

$$\frac{\text{Total Local Terminating MOUs}}{(\text{Total Terminating MOUs}) \times (1-\text{TPIU})}$$

This factor is calculated on a statewide basis by Access Carrier Name Abbreviation (ACNA).

3.4. PLF – Percent Local Facility

The PLF is the percentage of the intrastate use of Switched Dedicated Transport and/or Local Interconnection Transport that is jurisdictionally local. This factor is similar to PLU except that it applies to dedicated transport services that are billed on a non-usage sensitive basis. Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* (see http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms). In addition, IXCs that also function as a CLEC and utilize Switched Dedicated Transport and/or Local

Interconnection transport to interconnect with the Bellsouth Network for the exchange of local traffic are required to report a PLF. As with PIU factors for non-usage sensitive billed services, the total use of these services are considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

$$\frac{\textit{Total Local MOUs}}{\textit{Total Intrastate MOUs}}$$

The total intrastate minutes can be determined by multiplying the total minutes by (1- PIUE) where PIUE is the factor applicable to Switched Dedicated Transports and Local Interconnection Transport. Therefore the PLF may also be calculated as follows:

$$\frac{\textit{Total Local Minutes}}{\textit{(Total Minutes) x (1-PIUE)}}$$

This factor may is calculated on a statewide basis and reported per Access Carrier Name Abbreviation (ACNA).

4.0 Service Reporting Requirements

Jurisdictional factors shall be developed and reported for particular services as specified in the BellSouth Tariffs and as specified in applicable contracts that are provisioned for a carrier. Factor reporting requirements for these services are discussed in the following subsections.

4.1. BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)

Usage based rate elements are billed for FGA in both the originating and terminating directions. This usage shall be apportioned to the intrastate and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating, terminating and transit) between the state and interstate jurisdictions. All usage received from or delivered to the BellSouth network and through the BellSouth Network to connecting local exchange carriers shall be considered in the determination of the PIU for FGA.

4.2. BellSouth SWA FGB PIU (PIUB)

Usage based rate elements are billed for FGB in both the originating and terminating directions. This usage shall be apportioned to the state and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportions all the applicable usage (both originating and terminating) based elements between the intrastate and interstate jurisdictions.

4.3. BellSouth SWA FGD & Local Terminating PIU (TPIU)

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of originating FGD traffic per the billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location. The terminating usage shall be apportioned to the state and interstate jurisdictions per a TPIU factor. A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions. Terminating party pays usage (e.g. 800 terminating traffic) shall be excluded from the TPIU calculations.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported at the state level per Access Carrier Name Abbreviation (ACNA). A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

4.4. BellSouth Local Interconnection PLU

The percent of usage to be billed per the Local Interconnection contracts is determined by the PLU factor. This factor shall be developed in conjunction with the TPIU factor discussed in the previous subsection. After the TPIU is determined then the percentage of the intrastate usage that is local shall be determined. By definition, the percentage of intrastate traffic of the total terminating traffic is equal to 1 – TPIU. The total terminating traffic to be considered is discussed in the TPIU subsection. The PLU represents the percentage of intrastate terminating usage that is jurisdictionally local. This factor is reported at the state level by ACNA.

4.5. BellSouth SWA 500 PIU (ZP15)

The SWA 500 PIU factor will be applied to the carrier's originating 500 service MOUS and to the calls to apportion the usage and calls between state and interstate jurisdiction. This factor represents the percentage of originating 500 minutes and calls that are interstate jurisdiction.

4.6. BellSouth SWA 700 Access Service (ZP17)

The SWA 700 PIU factor will be applied to the carrier's originating 700 service MOUS to apportion the usage between state and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction.

4.7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18)

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX service MOUS and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction.

4.8. BellSouth SWA 900 Service (ZP19)

The SWA 900 PIU factor will be applied to the carrier's originating 900 service MOUS to apportion the usage between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 900 minutes that are interstate jurisdiction.

4.9. BellSouth SWA Transport PIUE

BellSouth SWA Transport PIUE is applicable to the following SWA Transport Services:

SWA Local Channel
SWA Dedicated Interoffice Channels
SWA Channelization Equipment
Local Interconnection Dedicated Transport
Dedicated End Office Trunk Port Service
Dedicated Tandem End Office Trunk Port Service
SWA Expanded Interconnection Cross-Connects

The PIUE may also be applied to other flat rated charges not specifically covered by other PIU categories.

The utilization of these transport services is considered in combination to determine the PIUE factors. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be considered when determining PIUE factors including all originating and terminating usage. The PIUE represents the percentage that these services are utilized for interstate jurisdiction applications.

4.10. BellSouth Local Interconnection Transport PLF

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the Intrastate use of these services that is jurisdictionally Local whereby the Intrastate percentage is defined as 1-PIUE. The total jurisdictional use of these services shall be considered when determining PLF and should include originating and terminating traffic. This factor is reported at the state level by ACNA.

4.11.a. BellSouth CCS7 Access Arrangement SPIU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then as APIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA

Usage- based services. The billed minutes that are jurisdictionally ***interstate*** as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU.

4.11.a. BellSouth CCS7 Access Arrangement SPLU

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnection services. The billed minutes that are jurisdictionally ***local*** as a percentage of the total *intrastate* billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a "Third Party Provider" of CCS7 Access services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic.

4.11.c. BellSouth CCS7 Access Arrangement: Special Note

In determining a factor for intrastate, ***non-local traffic,*** consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a BellSouth carrier customer has determined that its signaling traffic merits an SPIU of 80 and an SPLU of 60. As such, the following will then be true:

80% of the carrier's signaling messages will be billed as ***interstate.***
Of the remaining **20%,** 60% of the 20% (.60 x .20 = .12), **12%** will be billed as ***local.***

And, the final **8%** will be billed as ***intrastate, non-local.***

5. BellSouth Line Information Data Base Service LIDB

There are two factors reported for LIDB service, a PIU factor and a PCLU (Percent CLEC LIDB Usage). These factors are utilized to apportion the queries to the LIDB Data Base between the interstate, intrastate and local jurisdiction. First, the total number of queries in the study period is determined and then the PCLU shall be calculated. The PCLU represents the percentage of LIDB queries that are jurisdictionally Local as a percentage of the total number of queries. The basic formula for the PCLU calculation is as follows:

$$\frac{\textit{Number of Local Queries}}{\textit{Total Number of Queries}}$$

After the PCLU is determined, the LIDB PIU shall be determined. The LIDB PIU represents the percentage of queries that are jurisdictionally interstate of the total number of queries minus the number of queries that are jurisdictionally local. The formula for the LIDB PIU is as follows:

$$\frac{\textit{Number of Interstate Queries}}{\textit{(Total Number of Queries)} - \textit{(Number of Local Queries)}}$$

5.0 Report Process

The following summarizes the major steps to develop and report jurisdictional factors:

- Install/modify systems to capture usage data with sufficient detail to accurately determine and aggregate the usage to the appropriate jurisdiction, by ACNA
- Create/Modify call detail records for traffic segregation to the appropriate service and jurisdiction
- Record and accumulate usage data
- Analyze usage data
- Calculate the factors
- Report the factors
- Maintain sufficient records of the data resources utilized to determine jurisdictional factors to comply with audit verification requirements as specified in the BellSouth Tariffs and applicable contractual agreements.

6.0 Frequency of Reporting

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than 30 days after the first day in each of these months. These factors shall represent the actual use for the three previous ending on the last day of December, March, June and September respectively. These updates shall be provided in writing by letter or electronic mail and sent to the following address:

US Mail

BellSouth Telecommunications, Inc
2300 Northlake Centre Drive
Suite 415
Tucker, GA 30084

OR

Electronic Mail

piu.reports@bellsouth.com

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report* (see http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms).

In those instances where BellSouth has sufficient information to calculate jurisdictional factors for itself, BellSouth will notify the carrier, by letter or email, of the factors that will be used in billing, as well as the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific factors.

In the event the customer does not provide a projected jurisdictional factor(s) and BellSouth does not have sufficient information to develop the jurisdictional factor(s) then BellSouth may utilize the most recent audit results if an audit has been performed, the jurisdictional factor(s) provided with the initial order for service or a default value.

7.0 Audits

7.1. Audit Request

If BellSouth disputes a PIU factor provided by a carrier and BellSouth does not have sufficient information to calculate a PIU, BellSouth may initiate negotiations with the carrier in order to reconcile the factor differences and attempt to determine the correct PIU factor.

If negotiations are attempted and are not successful in producing an agreed PIU factor, BellSouth has the option per its access tariffs to initiate an independent, third party audit of the carrier's PIU factors and the process utilized in the development of PIU factors.

Upon 30 days written notice, BellSouth may initiate an audit to ensure proper billing of traffic. The audit will be performed by:

- An independent auditor under contract to BellSouth
- A mutually acceptable independent auditor paid for by BellSouth
- Or an independent auditor selected and paid for by the carrier

Call detail records from which the PIU can be ascertained shall be retained for a minimum of 6 months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within 30 days of the notice, the carrier shall be in violation of the Tariff. BellSouth will not submit more than one audit request per calendar year.

7.2. Audit Compliance

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter the audit was completed, the quarter prior to the audit, and the two quarters following the completion of the audit. If the audited factor has a variance of 20% or more from the factor reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor denotes a deviation of 5% or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit.

The carrier may contest the audit within 30 days from the date the audit report has been furnished to the carrier.

8.0 Ordering

As stated in 3.1 preceding, BellSouth jurisdictional shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* which is located at http://www.interconnection.bellsouth.com/forms/index.html, CLEC Forms Online or Interexchange Carrier Webforms. Failure to provide the appropriate factors with the initial request may result in delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor may be used.